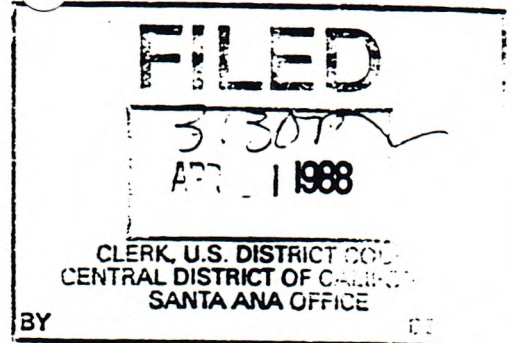


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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT, STATE OF CALIFORNIA

12 VICKI J. AZNARAN and RICHARD N.)
13 AZNARAN,)
14 Plaintiffs,)
15 vs.)
16 CHURCH OF SCIENTOLOGY OF)
17 CALIFORNIA, INC.; CHURCH OF)
18 SPIRITUAL TECHNOLOGY, INC.;)
19 SCIENTOLOGY MISSIONS INTERNATIONAL,)
20 INC.; RELIGIOUS TECHNOLOGY CENTER,)
21 INC.; AUTHOR SERVICES, INC.;)
22 CHURCH OF SCIENTOLOGY INTERNATION-)
23 AL, INC.; CHURCH OF SCIENTOLOGY OF)
24 LOS ANGELES, INC.; MISSION OFFICE)
25 WORLDWIDE; AUTHOR FAMILY TRUST;)
26 THE ESTATE OF L. RON HUBBARD;)
27 DAVID MISCAVIGE; and NORMAN)
28 STARKEY)
29 Defendants.)

CASE NO. *CV 88-1786-WDK*
(EX)
COMPLAINT FOR FALSE
IMPRISONMENT; INTENTIONAL
INFLICTION OF EMOTIONAL
DISTRESS; NEGLIGENT IN-
FLICTION OF EMOTIONAL
DISTRESS; LOSS OF CONSOR-
TIUM; CONSPIRACY; BREACH
OF CONTRACT; RESTITUTION;
FRAUD; INVASION OF
PRIVACY; BREACH OF
STATUTORY DUTY TO PAY
MINIMUM WAGES AND OVER-
TIME [Cal. Lab. C. §1194]
AND CONSTRUCTIVE FRAUD

30 COME NOW Plaintiffs VICKI J. and RICHARD N. AZNARAN,
31 and allege as follows:

32 JURISDICTION AND VENUE

33 1. Jurisdiction for all of Plaintiffs' claims is
34 proper under 28 USC §1332 because complete diversity exists
35 between all Plaintiffs and all Defendants, and the amount in
36 controversy exceeds Ten Thousand Dollars (\$10,000.00). Venue is

1 proper under 28 USC §§1391(b) and 1392 because all of Plaintiffs'
2 claims arose in this District and one or more of the Defendants
3 resides in this District.

4 COMMON ALLEGATIONS

5 2. Plaintiffs VICKI J. AZNARAN and RICHARD N. AZNARAN
6 (hereinafter "Plaintiffs"), are individuals domiciled in the
7 State of Texas, County of Dallas.

8 3. Plaintiffs are informed and believe and thereon
9 allege that Defendants CHURCH OF SCIENTOLOGY OF CALIFORNIA, INC.,
10 CHURCH OF SPIRITUAL TECHNOLOGY, INC., SCIENTOLOGY MISSIONS
11 INTERNATIONAL, INC., RELIGIOUS TECHNOLOGY CENTER, INC., AUTHOR
12 SERVICES, INC., AND CHURCH OR SCIENTOLOGY INTERNATIONAL, INC. and
13 CHURCH OF SCIENTOLOGY OF LOS ANGELES, INC., are, and at all times
14 herein mentioned were, California corporations authorized to do
15 and doing business in the State of California.

16 4. Plaintiffs are informed and believe and thereon
17 allege that Defendants AUTHOR FAMILY TRUST, MISSION OFFICE
18 WORLDWIDE, and the ESTATE OF L. RON HUBBARD are entities that are
19 residents of the State of California.

20 5. Plaintiffs are informed and believe and thereon
21 allege that Defendants DAVID MISCAVIGE and NORMAN STARKEY are
22 individuals domiciled in the State of California.

23 6. Corporate Defendants named in paragraph 2, above,
24 are subject to a unity of control, and the separate alleged
25 corporate structures were created as an attempt to avoid payment
26 of taxes, and civil judgments. Due to the unity of personnel,
27 commingling of assets, and commonality of business objectives,
28 the attempt at separation of these corporations should be
disregarded by the Court.

1 7. The fallacious designations of Defendant
2 organization as "Churches" or other religious entities is a sham
3 contrived to exploit protections of the First Amendment of the
4 United States Constitution, and at no time herein mentioned did
5 Defendants render any religious services, or engage in any
6 religious activities whatsoever. Rather, said organizations were
7 created solely for the purpose of making money from the sale of
8 copyrights of the book Dianetics, written by L. RON HUBBARD, and
9 from the subjugation and exploitation of thousands of individuals
10 such as Plaintiffs for free labor and services.

11 8. Each of the Defendants is the agent,
12 coconspirator, partner or employee of the other, and did the acts
13 alleged herein pursuant to said relationship.

14 9. From the period in or about November of 1973 until
15 in or about May of 1987, Plaintiffs were members of the CHURCH OF
16 SCIENTOLOGY (hereinafter the "Church"). Plaintiff RICHARD N.
17 AZNARAN (hereinafter "RICHARD") was indoctrinated into the Church
18 in Dallas, Texas, upon returning from service with the United
19 States Marine Corps in Vietnam, by active recruitment techniques
20 which involved written examinations, assignment to "communication
21 courses" for which Plaintiffs paid good and adequate
22 consideration, and assignments to different job positions within
23 the Church. Plaintiff VICKI AZNARAN was also recruited by the
24 Church in Dallas, Texas in or about the same time by the same
25 active recruitment techniques.

26 10. In or about 1975, Plaintiffs entered into a five
27 year renewable written Employment Agreement with Defendants, and
28 each of them, whereby Plaintiffs would be paid an unspecified
"allowance," bonuses, and room and board in exchange for an

1 unspecified number of hours to be worked each day and week for
2 the Church. As a matter of policy, Plaintiffs later learned that
3 their allowance amounted to approximately \$17.50 per week and
4 working hours were 9:00 a.m to 12:00 midnight, daily, with one
5 day's leave every two weeks. Even these "privileges," however,
6 were subject to being removed by the Church pursuant to the "Team
7 Member System." Pursuant to the Team Member System, the Church
8 published five classes of laminated cards, each class
9 representing a token to be used as privately-issued money in
10 exchange for food, board, pay, bonuses and liberty. The Team
11 Member System required that the Plaintiffs be given one of each
12 of these cards when the Church administration was satisfied with
13 their work production, and loyalty to the organization. Any
14 dissatisfaction with the work output or "attitude" of Plaintiffs
15 would result in revocation of the tokens, thereby requiring
16 Plaintiffs to work long hours with no days off, no pay, no board
17 (requiring them to sleep outdoors on the ground) and substandard
18 nutrition comprised solely of rice, beans and water. When
19 Plaintiffs had lost all of their cards, as a matter of course,
20 they would be sent to the Rehabilitation Project Force for
21 "attitude adjustment," which was comprised of even harsher labor,
22 deprivation of liberty, and psychological duress forcing the
23 submission of Plaintiffs to the power and control of Defendants,
24 as set out more specifically herein.

24 11. From the outset, and during the course of their
25 involvement with the Church, Defendants subjected Plaintiffs to
26 psychological trauma, duress and undue influence for the purposes
27 of forcing submission of Plaintiffs to the control of Defendants
28 by means of brainwashing. The purpose of forcing submission of

1 Plaintiffs and other individuals to the control of Defendants was
2 to create a slave-like work force that would work to the wealth
3 and benefit of Defendants. Once Plaintiffs were placed under the
4 domination of Defendants, Plaintiffs were exploited against their
5 will to work as uncompensated employees of Defendants, and
6 continuously subjected to physical and psychological trauma,
7 indoctrination and exhaustion.

8 12. For the duration of their affiliation with
9 Defendants, Defendants and each of them employed the following
10 psychological devices, as well as other devices, to cause
11 Plaintiffs to involuntarily abandon their identities, spouses,
12 and loyalties, and deprive Plaintiffs of their independent free
13 will, thereby forcing them to submit to the physical and
14 psychological control of Defendants: Threats of torture;
15 implementation of brainwashing tactics; threats of physical harm
16 for lack of loyalty to Defendants; implementation of an
17 electronic device dubbed the "E Meter" that purportedly measured
18 the degree of Plaintiffs' loyalty to Defendants through
19 electrodes held in Plaintiffs' hands during the course of lengthy
20 interrogations, as described with more particularity herein;
21 sudden involuntary and forceable separation of spouses from one
22 another for many months, and depriving the spouses of
23 communication with one another or allowing them to know where the
24 other was located; willfully and expressly inducing divorce
25 between Plaintiffs; forcibly causing Plaintiffs to work long
26 hours at hard labor in excess of 40 hours a week and eight hours
27 a day without compensation; deliberately inducing fatigue by
28 physical abuse and deprivation of sleep; forcing Plaintiffs to be
housed in animal quarters; deliberately confining Plaintiffs to

1 premises under the control of Defendants and under threat of
2 physical harm without allowing Plaintiffs to leave of their own
3 free will; and threatening Plaintiffs that failure to submit to
4 the power and control of Defendants would result in their
5 becoming "fair game," a term of art coined by Defendants,
6 described more clearly herein.

7 13. During the course of their involuntary affiliation
8 with Defendants, Plaintiffs were, on many occasions, subjected to
9 scrutiny regarding their loyalty to Defendants by being placed on
10 the E Meter. The E Meter is an electronic device used by
11 Defendants that measures the emotional responses of employees of
12 Defendants, such as Plaintiffs, through electrodes held in the
13 hands. Plaintiffs would regularly be interrogated for days on
14 end, not being allowed to sleep, regarding their loyalty or lack
15 thereof to Defendants. The E Meter was comprised of a needle
16 that would rise to levels indicating the degree of credibility
17 and loyalty of the interrogated party.

18 14. Defendants, and each of them, have a known policy
19 of "fair game." This policy directs that any individual or
20 employee who expresses a lack of loyalty to Defendants is open to
21 any form of harassment, economic ruin, or subject to any covert
22 plan designed to cause emotional or physical harm, and/or
23 financial ruin. This plan includes the destruction of a person's
24 business, reputation, and/or framing of false charges of criminal
25 acts. Throughout Plaintiffs' involuntary affiliation with
26 Defendants, they were constantly psychologically tormented with
27 threats of becoming "fair game" within the context of the
28 specialized meaning given the term by Defendants.

1 15. ring the course of eir "employ" with
2 Defendants, Plaintiff VICKI J. AZNARAN (hereinafter "VICKI") was
3 employed in the so-called Commodore's Messenger Organization,
4 executing the directives of L. RON HUBBARD (herein "Hubbard") in
5 a management capacity. RICHARD was assigned to the personal
6 office of Hubbard in the capacity of Public Relations Expert in
7 charge of creating a positive image of Hubbard among staff and
8 the public.

9 16. In or about 1981, VICKI was ordered to Los Angeles
10 where she was employed as a "missionaire" to purge members of
11 Defendants' organization who had been subjected to civil and
12 criminal prosecution, remove assets of Defendant CHURCH OF
13 SCIENTOLOGY OF CALIFORNIA to overseas trusts where they could not
14 be accessed by plaintiffs or the government, and set up sham
15 corporate structures to evade prosecution generally. RICHARD was
16 sent with VICKI in the capacity of a security investigator who
17 surveilled members of the organizations associated with
18 Defendants for the purposes of determining their loyalty and
19 likelihood that they would testify against Defendants in pending
20 civil and criminal suits, as well as designated "enemies" of the
21 Church. In or about December of 1981, VICKI and RICHARD were
22 ordered to the Religious Technology Center controlled and
23 operated by Defendant RELIGIOUS TECHNOLOGY CENTER, INC., at
24 Gilman Hot Springs, near Hemet, California. VICKI was assigned
25 to work for Defendant AUTHOR SERVICES, INC., in managing the
26 sales of copyright of the book, Dianetics, written by Hubbard.
27 She was also commissioned to reorganize corporate structures and
28 effect sham sales of millions of copies of Dianetics to the
corporate Defendants named herein as a vehicle for transferring

1 assets among them. RICHARD was assigned to supervise the
2 construction of a home for Hubbard with the assistance of some
3 120 other "members" of the various organizations of Defendants.
4 Plaintiffs were assigned to these positions by Defendant DAVID
5 MISCAVIGE (herein "MISCAVIGE") who was operating under
6 instructions of Ann and Patrick Broeker, personal confidants of
7 Hubbard.

8 17. In or about March of 1982, Defendant MISCAVIGE
9 became dissatisfied with the speed at which RICHARD was
10 completing the construction project, and imposed the Team Member
11 System, thereby depriving RICHARD of all of his cards, and
12 thereby forcing RICHARD to work without pay from 9:00 a.m. to
13 12:00 p.m., without any days off, to sleep outdoors, and to eat
14 only rice and beans. Ultimately, RICHARD was punished by being
15 assigned to the Rehabilitation Project Force in Los Angeles where
16 he was made a member of a construction crew working on the
17 renovation of buildings owned and operated by Defendants on the
18 corner of Vermont and Sunset, known as the Cedars of Lebanon
19 Buildings. RICHARD was forced to work long hours again, from
20 9:00 a.m until 12:00 midnight without any days off at a rate of
21 pay of \$1.25 per week. He was forced to work in this position
22 for 99 days. During the course of his incarceration on the
23 Rehabilitation Project Force, VICKI remained in Hemet where she
24 worked directly for Ann Broeker. Both VICKI and RICHARD were
25 deprived of the right of meeting with each other; nevertheless,
26 VICKI surreptitiously drove to Los Angeles to meet with RICHARD
27 late Friday nights. Both VICKI and RICHARD had been told that if
28 they had been caught meeting or communicating with each other,
they would become "fair game." Finally, on or around

1 Thanksgiving of 1982, RICHARD was deemed "rehabilitated" and
2 returned to the Religious Technology Center in Hemet where he
3 installed a security system around the Hubbard residence, and
4 continued to work in the capacity of security specialist for
5 Defendants.

6 18. In or about October of 1982, Defendants, and each
7 of them, resolved to restructure their corporate and financial
8 relationships at a meeting in San Francisco, which restructuring
9 called for all Scientology entities to turn over their profits to
10 Defendant AUTHOR SERVICES, INC. VICKI expressed disapproval of
11 the proposal and was summarily ordered to the Rehabilitation
12 Project Force in Hemet where, for approximately 120 days, was
13 forced to participate in the "running program." The running
14 program required VICKI and other persons subjected to the control
15 of Defendants to run around an orange telephone pole from
16 7:00 a.m. until 9:30 p.m. in the evening, with 10 minute rests
17 every one-half hour, and 30 minute breaks for lunch and dinner.
18 In or about May of 1983, VICKI was deemed rehabilitated and
19 ordered back to the Religious Technology Center at Gilman Hot
20 Springs. From mid 1983 until the death of Hubbard on January 24,
21 1986, VICKI and RICHARD remained in their respective work
22 capacities at Gilman Hot Springs continually undergoing physical
23 trauma and indoctrination by use of the techniques already

24 19. On or about January 24, 1986, RICHARD was ordered
25 to the San Louis Obispo ranch of Hubbard where he was forced to
26 work in the capacity of a security guard for a year and a half.
27 During this time, Defendants, and each of them, continued to
28 force him to work the hours of 9:00 a.m until 12:00 midnight,

1 with the possibility of having one day off every two weeks, at
2 minimum wage. RICHARD was forced to falsify time cards to
3 falsely indicate that he had been working 40 hour work weeks, so
4 as to avoid an obligation on the part of Defendants from paying
5 him overtime. During his stay at the ranch in San Louis Obispo,
6 RICHARD was forced to sleep in a horse stable with several of the
7 other indoctrinated employees of Defendants. During the course
8 of RICHARD's stay at the ranch, VICKI was not told of his
9 whereabouts, nor were Plaintiffs permitted to correspond with
10 each other.

11 20. In or about February of 1987, a schism arose
12 between Defendant MISCAVIGE and the Broekers, each of whom
13 claimed to possess the "upper level Holy Scriptures" written by
14 Hubbard, which scriptures Hubbard had intended to bequeath to the
15 Church. VICKI became increasingly demanding of Defendant
16 MISCAVIGE to be put in contact with RICHARD, and Defendant
17 MISCAVIGE regarded her demands as an expression of allegiance to
18 MISCAVIGE's new religious rival, the Broekers. MISCAVIGE
19 therefore ordered VICKI to the Rehabilitation Project Force at
20 "Happy Valley," a secret location bordering the Sobova Indian
21 Reservation near Gilman Hot Springs, California, overseen and
22 controlled by Defendant NORMAN STARKEY.

23 21. Plaintiff VICKI understood that the consequences
24 of the lack of cooperation was a threat of "fair game," and that
25 Defendants, and each of them, would make efforts to sever her
26 relationship entirely with her husband, as Defendants had done to
27 others. VICKI was further advised that if she went to the
28 Rehabilitation Project Force camp in Happy Valley cooperatively,
she would be able to see RICHARD within a few days. This

1 representation was false when made. In fact, Defendants
2 concealed the true intent which was to keep VICKI totally
3 separated from her husband and deny her access to him.

4 22. Once having arrived at Happy Valley, VICKI was
5 assigned a guard and was not allowed to go anywhere or do
6 anything without her guard being present. At night, she was
7 imprisoned by having heavy furniture moved to secure the exit,
8 keeping her from in any way escaping. Further, Defendants kept,
9 and continue to keep all of her physical belongings including a
10 horse and two dogs.

11 23. VICKI was in fear of being physically prevented
12 from leaving, or subject to "fair game" if she escaped.
13 Plaintiff had seen in the past other victims of Happy Valley be
14 beaten upon attempted escape, and their personal belongings
15 destroyed. During this period of unlawful detention, VICKI was
16 unable to communicate with RICHARD as their correspondence was
17 intercepted and denied. During this period of false
18 imprisonment, VICKI and others were made to wear rags taken out
19 of garbage cans, sleep on the ground, dig ditches, subjected to
20 many hours of indoctrination using the techniques hereinabove,
21 all designed to coercively force VICKI to submit to the control
22 of Defendants. During the time of her incarceration in Happy
23 Valley, Defendants DAVID MISCAVIGE and NORMAN STARKEY were
24 directing and enforcing the coercive and abusive indoctrination
25 devices at Happy Valley.

26 24. On or about April 9, 1987 VICKI and two other
27 victims escaped from Happy Valley onto the Sobova Indian
28 Reservation where they were pursued on motorcycles by guards of
Happy Valley. VICKI and the other victims were rescued by

1 residents of t reservation who picked hem up in a pick-up
2 truck and spirited them to a motel in the City of Hemet.

3 25. As these events were transpiring, RICHARD, still
4 at the ranch in San Louis Obispo, was repeatedly urged that VICKI
5 had become disloyal to Defendants, and that RICHARD should
6 divorce her.

7 26. RICHARD demanded to see VICKI and was permitted to
8 go to Hemet where Plaintiffs were reunited. Fearful of reprisals
9 and becoming "fair game," however, Plaintiffs did not at that
10 time sever their relationships altogether with Defendants.
11 Plaintiffs therefore left the State of California to Dallas,
12 Texas where they set up a private investigation business,
13 remaining in contact and under the control of Defendants.

14 27. Because Defendants regarded Plaintiffs departure
15 to Texas as a breach of their five year commitment with
16 Plaintiffs, Defendants submitted a bill for services allegedly
17 rendered to Plaintiffs entitled "freeloader bill" in the amount
18 of \$59,048.02. This bill purports to indicate all of the
19 expenses incurred by Defendants in indoctrination activities
20 imposed upon Plaintiffs. That is, Defendants attempted to charge
21 money to Plaintiffs for each session in which the E Meter was
22 used, all indoctrination sessions, and time spent on the
23 Rehabilitation Project Force. These services are dubbed
24 "courses" and "auditing sessions." Plaintiffs have been required
25 to make payments on this fictitious bill in order to escape
26 becoming "fair game."

27 28. As a result of the psychological trauma and
28 indoctrination techniques applied by Defendants, and each of
them, Plaintiffs were unable to comprehend their legal rights

1 with regard to the actions of Defendants, and were not
2 sufficiently conscious of the nature and effect of the acts of
3 Defendants so as to be able to take legal action or hire an
4 attorney until on or about January 1, 1988. Plaintiffs continued
5 to submit to the demands and requests of Defendants, and remained
6 subjected to psychological trauma imposed by Plaintiffs until on
7 or about January 1, 1988, when they resolved to seek legal
8 assistance.

9
10 FIRST CAUSE OF ACTION
11 (False Imprisonment)

12 29. Plaintiffs repeat, reallege and incorporate herein
13 by reference each of the allegations contained in Paragraphs 2
14 through 28, inclusive, of the Common Allegations as though set
15 forth in full below.

16 30. In or about February, 1987, Defendants, and each
17 of them, physically seized Plaintiff VICKI AZNARAN ("VICKI") and
18 forcibly, against her will, and without her consent and over her
19 protest, placed VICKI in the confines of a so-called
20 Rehabilitation Project Force Camp at Happy Valley, California,
21 near the Sobova Indian Reservation, Riverside County. During
22 this time, Defendants, and each of them, employed coercive
23 indoctrination tactics more fully described in Common Allegations
24 above, warned her that she would be "Fair Game," and made
25 representations that they would work to sever her marriage with
26 her husband, Plaintiff RICHARD AZNARAN. Plaintiff VICKI was in
27 fear of being physically beaten, and was under constant guard at
28 all times. During this period of false imprisonment, Plaintiff
VICKI and other inmates were made to wear rags taken out of
garbage cans, sleep on the ground, dig ditches, and were

1 subjected to numerous hours of indoctrination, all designed to
2 coercively force VICKI to submit to the control of Defendants.
3 On or about April 9, 1987, VICKI was successful in escaping from
4 Happy Valley.

5 31. In employing these coercive and threatening
6 tactics during the course of imprisonment more fully described in
7 Common Allegations, above, Defendants, and each of them, acted
8 with deliberate malice for the purpose of forcing submission of
9 Plaintiff VICKI to their control, so that she would remain in
10 their employ for no consideration whatsoever, under circumstances
11 that can only be described as involuntary servitude.

12 32. As a proximate result of the acts of Defendants
13 set out herein, and in the Common Allegations, above, Plaintiff
14 VICKI was injured in her health, strength, and activity,
15 sustaining injury to her body and shock and injury to her nervous
16 system and person, all of which injuries have caused VICKI to
17 suffer extreme and severe physical pain and mental anguish.
18 These injuries have resulted in, and will continue to result in,
19 some permanent disability to Plaintiff VICKI, and Plaintiff VICKI
20 has been damaged in an amount according to proof at trial.

21 33. Defendants, and each of them, engaged in the false
22 imprisonment of Plaintiff VICKI as herein alleged, and were
23 willful, wanton, despicable, malicious, and oppressive, and their
24 acts justify the awarding of punitive damages, and Plaintiff
25 VICKI is entitled to and hereby demands from Defendants, and each
26 of them, punitive damages in an amount not less than Ten Million
27 Dollars (\$10,000,000.00).
28

1 SECOND CAUSE OF ACTION
2 (Intentional Infliction of Emotional Distress)

3 34. Plaintiffs repeat, reallege and incorporate herein
4 by reference each of the allegations contained in Paragraphs 2
5 through 28, inclusive, of the Common Allegations, Paragraphs 29
6 through 33, inclusive, of the First Cause of Action, as though
7 set forth in full below.

8 35. Defendants, and each of them, represented to
9 Plaintiffs and others, that they were rendering services of a
10 spiritual and psychological nature that would make Plaintiffs
11 better persons. These representations included statements that
12 Scientology would scientifically improve Plaintiffs' well being
13 and make them physiologically better persons. These
14 representations were false when made by Defendants, and each of
15 them, and known to be false when made. Based on the relationship
16 of trust developed between Plaintiffs and Defendants, Defendants,
17 and each of them, were fully aware of the particular
18 susceptibility of Plaintiffs' to emotional distress imposed by
19 them.

20 36. Defendants' conduct, as set out in the Common
21 Allegations, above, was intentional and malicious and done for
22 the purpose of causing Plaintiffs to suffer humiliation, mental
23 anguish, and emotional and physical distress. The conduct of
24 Defendants in confirming and ratifying that conduct was done with
25 the knowledge that Plaintiffs' emotional and physical distress
26 would thereby increase upon application of the indoctrination
27 techniques used by Plaintiffs more fully set out in the Common
28 Allegations, above, including, but not limited to, causing
Plaintiffs to be separated for many months without knowing where

1 the other was ~~dated~~. Such conduct was done with a wanton and
2 reckless disregard of the consequences to Plaintiffs.

3 37. As the proximate result of the aforementioned
4 acts, Plaintiffs suffered humiliation, mental anguish, and
5 emotional and physical distress, and have been injured in mind
6 and body in an amount according to proof at trial.

7 38. The aforementioned acts of Defendants were
8 willful, wanton, despicable, malicious, and oppressive, and
9 justify the awarding of exemplary and punitive damages in an
10 amount not less than Ten Million Dollars (\$10,000,000.00).

11 THIRD CAUSE OF ACTION
(Negligent Infliction of Emotional Distress)

12 39. Plaintiffs repeat, reallege and incorporate herein
13 by reference each of the allegations contained in Paragraphs 2
14 through 28, inclusive, of the Common Allegations, and Paragraphs
15 29 through 33, inclusive, of the First Cause of Action, and
16 Paragraphs 34 through 38, inclusive, of the Second Cause of
17 Action as though set forth in full below.

18 40. From the period of 1973 until 1988, Defendants,
19 and each of them, represented to Plaintiffs and others, that they
20 were rendering services of a spiritual and physiological nature
21 that would make Plaintiffs better persons. These representations
22 included statements that Scientology technology would
23 scientifically improve Plaintiffs' well being and make them
24 psychologically better persons.

25 41. During the course of their affiliation with
26 Plaintiffs, Defendants, and each of them, engaged in the conduct
27 more fully described hereinabove in the Common Allegations.

28 42. As a proximate result of the negligence and
carelessness of Defendants, and each of them, Plaintiffs suffered

1 serious mental anguish and emotional distress and have been
2 injured all to Plaintiffs' damage in an amount to be determined
3 according to proof at trial.

4
5 FOURTH CAUSE OF ACTION
6 (Loss of Consortium)

7 43. Plaintiffs repeat, reallege and incorporate herein
8 by reference each of the allegations contained in Paragraphs 2
9 through 28, inclusive, of the Common Allegations, Paragraphs 29
10 through 33, inclusive, of the First Cause of Action, Paragraphs
11 34 through 38, inclusive, of the Second Cause of Action, and of
12 Paragraphs 49 through 42, inclusive, of the Third Cause of
13 Action, as though set forth in full below.

14 44. As a consequence of the conduct of Defendants, and
15 each of them, set out more fully above in the Common Allegations,
16 Plaintiffs were unwillfully separated from each other for long
17 periods of time and were deprived of their right as husband and
18 wife to remain together and in communication.

19 45. Prior to the conduct of Defendants, and each of
20 them, more fully set out in the Common Allegations above, each of
21 Plaintiffs was able to, and did perform his or her duties as a
22 husband or wife. Subsequent to the conduct of Defendants, and as
23 a proximate result thereof, Plaintiffs were unable to perform
24 their necessary duties as spouses to each other, and each was
25 unable to perform their work, services, and duties. By reason
26 thereof, Plaintiffs were deprived of each other's consortium, all
27 to Plaintiffs' damage in an amount according to proof at trial.

28 46. Defendants, and each of them, engaged in said
conduct, with the specific intent to injure Plaintiffs, which
constitutes oppression, malice, despicable conduct, and a
conscious disregard for the Plaintiffs' rights and, therefore,

1 Plaintiffs are entitled to and hereby demand from Defendants, and
2 each of them, punitive damages in an amount not less than Ten
3 Million Dollars (\$10,000,000.00).

4 FIFTH CAUSE OF ACTION
(Conspiracy)

5 47. Plaintiffs repeat, reallege and incorporate herein
6 by reference each of the allegations contained in Paragraphs 2
7 through 28, inclusive, of the Common Allegations, Paragraphs 29
8 through 33, inclusive, of the First Cause of Action, Paragraphs
9 34 through 38, inclusive, of the Second Cause of Action,
10 Paragraphs 39 through 42, of the Third Cause of Action, and
11 Paragraphs 43 through 46, inclusive, of the Fourth Cause of
12 Action as though set forth in full below.

13 48. During the course of Plaintiffs' affiliation with
14 Defendants, Defendants, and each of them, knowing and willfully
15 conspired, and agreed among themselves, to engage in the tortious
16 activities and wrongful schemes set out in the Common
17 Allegations, above.

18 49. Defendants, and each of them, did the acts and
19 things herein alleged pursuant to, and in furtherance of, the
20 conspiracy and above-alleged agreement.

21 50. Defendants, and each of them, furthered the
22 conspiracy by cooperating with each other and/or lending aide and
23 encouragement to, and/or ratifying and adopting the acts of each
24 other in perpetrating the conspiracy herein alleged.

25 51. As a proximate result of the wrongful acts herein
26 alleged, Plaintiffs have been generally damaged in an amount to
27 be determined according to proof at trial.

28 52. Defendants, and each of them, did the things
herein alleged maliciously and to oppress Plaintiff, and

1 constitute despicable conduct. Plaintiff is therefore entitled
2 to exemplary or punitive damages in a sum of not less than Ten
3 Million Dollars (\$10,000,000.00).

4 SIXTH CAUSE OF ACTION
5 (Fraud)

6 53. Plaintiffs repeat, reallege and incorporate herein
7 by reference each of the allegations contained in Paragraphs 2
8 through 28, inclusive, of the Common Allegations, Paragraphs 29
9 through 33 inclusive, of the First Cause of Action, Paragraphs 34
10 through 38, inclusive, of the Second Cause of Action, Paragraphs
11 39 through 42, inclusive, of the Third Cause of Action,
12 Paragraphs 43 through 46, inclusive, of the Fourth Cause of
13 Action, Paragraphs 47 through 52, inclusive, of the Fifth Cause
14 of Action as though set forth in full below.

15 54. Defendants, and each of them, represented to the
16 Plaintiffs and others, that they were rendering services of a
17 spiritual and psychological nature that would make Plaintiffs
18 better persons. These representations included statements that
19 Scientology technology would scientifically improve Plaintiffs'
20 well being and make them psychologically better people. These
21 representations were false when made by Defendants, and each of
22 them, and known to be false when made.

23 55. Defendants, and each of them, knew that the
24 practices of the so-called Church of Scientology, its affiliates,
25 and Defendants named herein, were not designed to increase the
26 well being of any of its victims, but were made to coercively
27 persuade each and every follower to dedicate their lives to
28 Defendants in order for Defendants to increase their wealth
derived from an overall scheme to make money founded on the
exploitation of free labor. Pursuant thereto, Defendants, and

1 each of them, required Plaintiffs to participate in crimes
2 against the United States Government, including the obstruction
3 of justice and efforts to create corporate structures designed to
4 keep payments from properly being paid to the Internal Revenue
5 Service.

6 56. Pursuant to the fraudulent scheme described
7 herein, Plaintiffs were, subjected to humiliation, degradation,
8 physical labor, and imprisonment, all designed to break down
9 their will and free thinking, and convert them into submissive,
10 frightened and dedicated followers of Defendants.

11 57. In submitting to Defendants' programs, Plaintiffs
12 reasonably relied upon the representations of Defendants, and
13 each of them, and if they had known the truth, Plaintiffs would
14 not have submitted. As a result of said fraudulent conduct,
15 Defendants lost 15 years of their lives, suffered emotional
16 distress and psychological injury, and were deprived of some 15
17 years of salary.

18 58. As a proximate result of the wrongful acts herein
19 alleged, Plaintiffs have been damaged in an amount to be
20 determined according to proof at trial.

21 59. Defendants, and each of them, engaged in said
22 fraudulent activity with the specific intent to injure
23 Plaintiffs, which constitutes oppression, despicable conduct,
24 malice and a conscious disregard for Plaintiffs' rights and,
25 therefore, Plaintiffs are entitled to and hereby demand from
26 Defendants, and each of them, punitive damages in an amount not
27 less than Ten Million Dollars (\$10,000,000.00).
28

SEVENTH CAUSE OF ACTION
(Breach of Contract)

1
2 60. Plaintiffs repeat, reallege and incorporate herein
3 by reference each of the allegations contained in Paragraphs 2
4 through 28, inclusive, of the Common Allegations, Paragraphs 29
5 through 33, inclusive, of the First Causes of Action, Paragraphs
6 34 through 38, inclusive, of the Second Cause of Action,
7 Paragraphs 39 through 42, inclusive, of the Third Cause of
8 Action, and Paragraphs 43 through 46, inclusive, of the Fourth
9 Cause of Action, and Paragraphs 47 through 52, inclusive, of the
10 Fifth Cause of Action, and Paragraphs 53 through 59, inclusive,
11 of the Sixth Cause of Action as though set forth in full below.

12 61. Commencing in or about 1972, Plaintiffs entered
13 into oral and written agreements with Plaintiffs wherein
14 Defendants, and each of them, promised to provide spiritual and
15 psychological services to Plaintiffs. In return, Plaintiffs
16 would work and serve Defendants, and each of them.

17 62. Defendants, and each of them, breached the said
18 agreements by not providing any spiritual or psychological
19 services, but rather, providing indoctrination, psychological
20 coercion, duress and stress, all designed to break Plaintiffs'
21 will so that they would remain compliant servants to Defendants
22 for the remainder of their lives, and to the use of Defendants in
23 furtherance of illegal conduct and money making schemes. As the
24 result of said breach of agreement as set out both herein and in
25 the Common Allegations, above, Plaintiffs have lost the value of
26 the reasonable services rendered to Defendants, and each of them,
27 during their 15 year affiliation with Defendants. Further,
28 Plaintiffs have lost 15 years of their lives that would have

1 otherwise been prevented developing careers and financial security
2 for themselves.

3 63. As a proximate result of the breach of the
4 agreement described herein, and in the Common Allegations above,
5 Plaintiffs have been damaged in an amount according to proof at
6 trial.

7 EIGHTH CAUSE OF ACTION
8 (Restitution)

9 64. Plaintiffs repeat, reallege and incorporate herein
10 by reference each of the allegations contained in Paragraphs 2
11 through 28, inclusive, of the Common Allegations, Paragraphs 29
12 through 33, inclusive, of the First Causes of Action, Paragraphs
13 34 through 38, inclusive, of the Second Cause of Action,
14 Paragraphs 39 through 42, inclusive, of the Third Cause of
15 Action, and Paragraphs 43 through 46, inclusive, of the Fourth
16 Cause of Action, and Paragraphs 47 through 52, inclusive, of the
17 Fifth Cause of Action, and Paragraphs 53 through 59, inclusive,
18 of the Sixth Cause of Action, and Paragraphs 60 through 63,
19 inclusive, of the Seventh Cause of Action as though set forth in
20 full below.

21 65. Defendants, and each of them, publicly advocate
22 that any person who takes Scientology courses and becomes
23 dissatisfied with the same, is entitled to a refund of the
24 financial compensation paid for the same.

25 66. This representation by Defendants, and each of
26 them, is part of the agreement between Plaintiffs and Defendants
27 for Scientology technology services Plaintiffs have received.
28 Pursuant to said agreement, Plaintiffs have, and are hereby
making, demand upon Defendants, and each of them, for the return
of the financial compensation paid for such training and courses.

1 67. Defendants, and each of them, have placed a
2 monetary value of the services rendered by Defendants, and each
3 of them, at Fifty-Nine Thousand Forty Eight Dollars and Forty
4 Cents (\$59,048.40).

5 68. Plaintiffs, through their labor, have paid the
6 full amount of said monetary value of services and therefore
7 demand return of this sum from Defendants, and each of them, to
8 Plaintiffs.

9 69. Furthermore, Plaintiffs demand the reasonable
10 value of the services they have rendered to Defendants, and each
11 of them, over the period of 1972 to 1988, more fully described in
12 the common allegations, above, in an amount according to proof at
13 trial.

14 NINTH CAUSE OF ACTION
 (Invasion of Privacy)

15 70. Plaintiffs repeat, reallege and incorporate herein
16 by reference each of the allegations contained in Paragraphs 2
17 through 28, inclusive, of the Common Allegations, Paragraphs 29
18 through 33, inclusive, of the First Causes of Action, Paragraphs
19 34 through 38, inclusive, of the Second Cause of Action,
20 Paragraphs 39 through 42, inclusive, of the Third Cause of
21 Action, and Paragraphs 43 through 46, inclusive, of the Fourth
22 Cause of Action, and Paragraphs 47 through 52, inclusive, of the
23 Fifth Cause of Action, and Paragraphs 53 through 59, inclusive,
24 of the Sixth Cause of Action, and Paragraphs 60 through 63,
25 inclusive, of the Seventh Cause of Action, and Paragraphs 64
26 through 69, inclusive of the Eighth Cause of Action as though set
27 forth in full below.

28 71. Pursuant to the promises of Defendants, and all of
them, regarding spiritual and psychological counseling,

1 Plaintiffs were forced to participate in "Counseling sessions" in
2 which they were forced to reveal that their inner-most private
3 thoughts and feelings. Defendants, and each of them, represented
4 to Plaintiffs that all such information received from the
5 so-called "auditing" sessions employing the use of various
6 psychological techniques, including, but not limited to, the use
7 of the E-Meter described in the Common Allegations above, would
8 be held in confidence and would never be disclosed or put to any
9 use. Said information was of no legitimate public concern.
10 Pursuant to these representations and promises, Plaintiffs
11 participated in the "auditing sessions" and discussed and
12 disclosed their inner-most private thoughts.

13 72. In April, 1987, and prior to April 9, 1987,
14 Defendants, and each of them, read the private file of Plaintiff
15 VICKI J. AZNARAN containing said private information from VICKI's
16 auditing sessions.

17 73. Defendants, and each of them, demanded that VICKI
18 then publicly disclose and give further details concerning
19 further events they had learned from said file concerning various
20 other victims of Defendants. VICKI was advised, warned and
21 threatened that if she did not give further details, Defendants,
22 and each of them, would "get it out of you one way or another."

23 74. As a result of this violation of privacy, VICKI
24 has been humiliated, distraught, and suffered emotional distress,
25 damaging her in an amount according to proof at trial.

26 75. Defendants, and each of them, engaged in said
27 invasion of privacy with the specific intent to injure Plaintiff,
28 which constitutes despicable conduct, oppression, malice and
conscious disregard for Plaintiff's rights and, therefore,

1 Plaintiff is entitled to and hereby demand from Defendants, and
2 each of them, punitive damages in and amount not less than Ten
3 Million Dollars (\$10,000,000.00).

4 TENTH CAUSE OF ACTION
5 (Breach of Statutory Duty to Pay
6 Minimum Wages and Overtime)

7 76. Plaintiffs repeat, reallege and incorporate herein
8 by reference each of the allegations contained in Paragraphs 2
9 through 28, inclusive, of the Common Allegations, Paragraphs 29
10 through 33, inclusive, of the First Causes of Action, Paragraphs
11 34 through 38, inclusive, of the Second Cause of Action,
12 Paragraphs 39 through 42, inclusive, of the Third Cause of
13 Action, and Paragraphs 43 through 46, inclusive, of the Fourth
14 Cause of Action, and Paragraphs 47 through 52, inclusive, of the
15 Fifth Cause of Action, and Paragraphs 53 through 59, inclusive,
16 of the Sixth Cause of Action, and Paragraphs 60 through 63,
17 inclusive, of the Seventh Cause of Action, Paragraphs 64 through
18 69, inclusive of the Eighth Cause of Action, and Paragraphs 70
19 through 75, inclusive of the Ninth Cause of Action as though set
20 forth in full below.

21 77. During the period from in or about June, 1973, to
22 in or about April, 1987, inclusive, Plaintiffs worked for
23 Defendants, and each of them, for a total of 9,764 man hours,
24 5,648 of which represent regular working hours, and 4,116 hours
25 of which represent overtime hours.

26 78. Plaintiffs are therefore entitled to an amount
27 representing minimum wage for the regular hours worked as well as
28 overtime pay for overtime hours, pursuant to California Labor
Code §1194, in an amount according to proof at trial.

1 79. Plaintiffs are also entitled to reasonable
2 attorneys' fees in an amount according to proof at trial,
3 pursuant to §218.5 of the California Labor Code.

4 ELEVANTH CAUSE OF ACTION
5 (Constructive Fraud)

6 80. Plaintiffs repeat, reallege and incorporate herein
7 by reference each of the allegations contained in Paragraphs 2
8 through 28, inclusive, of the Common Allegations, Paragraphs 29
9 through 33, inclusive, of the First Causes of Action, Paragraphs
10 34 through 38, inclusive, of the Second Cause of Action,
11 Paragraphs 39 through 42, inclusive, of the Third Cause of
12 Action, and Paragraphs 43 through 46, inclusive, of the Fourth
13 Cause of Action, and Paragraphs 47 through 52, inclusive, of the
14 Fifth Cause of Action, and Paragraphs 53 through 59, inclusive,
15 of the Sixth Cause of Action, and Paragraphs 60 through 63,
16 inclusive, of the Seventh Cause of Action, Paragraphs 64 through
17 69, inclusive of the Eighth Cause of Action, Paragraphs 70
18 through 75, inclusive of the Ninth Cause of Action, and
19 Paragraphs 76 through 79, inclusive of the Tenth Cause of Action
20 as though set forth in full below.

21 81. Defendants, and each of them, represented to the
22 Plaintiffs and others, that they were rendering services of a
23 spiritual and psychological nature that would make Plaintiffs
24 better persons. These representations included statements that
25 Scientology technology would scientifically improve Plaintiffs'
26 well being and make them psychologically better people. These
27 representations were false when made by Defendants, and each of
28 them, and known to be false when made.

29 82. As a consequence of the false representations made
30 by Defendants, and each of them to Plaintiffs, Plaintiffs and

1 Defendants developed a relationship of trust elevating Defendants
2 to the role of fiduciaries of Plaintiffs.

3 83. In submitting to Defendants' programs, Plaintiffs
4 relied upon the representations of Defendants, and each of them,
5 and if they had known the truth, Plaintiffs would not have so
6 submitted. As a result of said fraudulent conduct, Defendants
7 continued to submit to demands of Plaintiffs to their detriment,
8 from the period in or about 1973 until on or about January 1,
9 1988.

10 84. As a proximate result of the wrongful acts herein
11 alleged, Plaintiffs have been damaged in an amount to be
12 determined according to proof at trial.

13 85. Defendants, and each of them, engaged in said
14 fraudulent activity with the specific intent to injure
15 Plaintiffs, which constitutes oppression, malice and a conscious
16 disregard for Plaintiffs' rights and, therefore, Plaintiffs are
17 entitled to and hereby demand from Defendants, and each of them,
18 punitive damages in an amount not less than Ten Million Dollars
19 (\$10,000,000.00).

19 WHEREFORE, Plaintiffs pray for judgment as follows:

20 As to the First Cause of Action:

21 1. For general and special damages according to proof
22 at trial; and

23 2. For punitive damages from Defendants, and each of
24 them, in an amount not less than Ten Million Dollars
25 (\$10,000,000.00);

26 As to the Second Cause of Action:

27 1. For general and special damages according to proof
28 at trial; and

1 2. For punitive damages from Defendants, and each of
2 them, in an amount not less than Ten Million Dollars
3 (\$10,000,000.00);

4 As to the Third Cause of Action:

5 1. For general and special damages according to proof
6 at trial;

7 As to the Fourth Cause of Action:

8 1. For general and special damages according to proof
9 at trial; and

10 2. For punitive damages from Defendants, and each of
11 them, in an amount not less than Ten Million Dollars
12 (\$10,000,000.00);

13 As to the Fifth Cause of Action:

14 1. For general and special damages according to proof
15 at trial; and

16 2. For punitive damages from Defendants, and each of
17 them, in the amount of Ten Million Dollars (\$10,000,000.00);

18 As to the Sixth Cause of Action:

19 1. For general and special damages according to proof
20 at trial;

21 2. For punitive damages in an amount of not less than
22 Ten Million Dollars (\$10,000,000.00);

23 As to the Seventh Cause of Action:

24 1. For general and special damages according to proof
25 at trial; and

26 As to the Eighth Cause of Action:

27 1. For general damages according to proof at trial;
28 and

 2. For special damages in the amount of \$59,048.40.

1 As to the Ninth Cause of Action:

2 1. For general and special damages according to proof
3 at trial; and

4 2. For punitive damages in an amount of not less than
5 Ten Million Dollars (\$10,000,000.00); and

6 As to the Tenth Cause of Action:

7 1. For general and special damages according to proof
8 at trial; and

9 2. Reasonable attorneys' fees according to proof at
10 trial.

11 As to the Eleventh Cause of Action:

12 1. For general and special damages according to proof
13 at trial; and

14 2. For punitive damages in an amount of not less than
15 Ten Million Dollars (\$10,000,000.00).

16 As to all Causes of Action:

17 1. For cost of suit incurred herein;
18 2. For attorneys' fees incurred; and
19 3. For such other and further relief and the court
20 may deem just and proper.

21 Dated: April 1, 1988

22 CUMMINS & WHITE

23 By: 

24 SHELLEY M. LIBERTO
25 Attorneys for Plaintiffs
26 VICKI J. AZNARAN and
27 RICHARD N. AZNARAN
28